

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JEWDITH CULLAR, individually and on behalf of all
other persons similarly situated,

**STIPULATION OF
SETTLEMENT**

Plaintiff,

-against-

17 Civ. 4294 (KPF)

NEW YORK CITY HEALTH AND HOSPITALS
CORPORATION, as operators of Henry J. Carter
Specialty Hospital and Nursing Facility.

Defendant.

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WHEREAS, plaintiff Jewdith Cullar commenced this action on behalf of herself and all other employees similarly situated by filing a complaint in the United States District Court in the Southern District of New York (“SDNY”) on or about June 7, 2017, alleging that defendant New York City Health and Hospitals Corporation (“Health + Hospitals”), violated the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq.* (“FLSA”); and

WHEREAS, defendant denies any and all liability arising out of plaintiff’s allegations; and

WHEREAS, the parties now desire to resolve the claims and issues raised in this litigation by plaintiff, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. Plaintiff hereby dismisses all of her claims in the above-referenced action, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph “3” below.

2. NYC Health + Hospitals agrees to pay plaintiff: (1) back pay in the total amount of nine-thousand, five-hundred dollars (\$9,500.00), less all applicable deductions and withholdings and any wage garnishment (“back pay”); and the City of New York agrees to pay (2) liquidated damages in the total amount of nine-thousand, five-hundred dollars (\$9,500.00) (“liquidated damages”). Payment of the back pay shall be made by payroll check payable to plaintiff. Payment of liquidated damages shall be made by check payable to “Jewdith Cullar” and shall be mailed to Jack Newhouse, Virginia & Ambinder, LLP, 40 Broad Street, 7th Floor, New York, New York, 10004.

3. The City of New York further agrees to pay nine-thousand, five-hundred dollars (\$9,500.00) for costs, disbursements, and attorney’s fees (“attorney’s fees”). Payment of attorney’s fees shall be made by check, payable to “Virginia & Ambinder, LLP” and shall be mailed to Jack Newhouse, Virginia & Ambinder, LLP, 40 Broad Street, 7th Floor, New York, New York, 10004.

4. In consideration for all of the foregoing, including payment of back pay, liquidated damages, and attorney’s fees, plaintiff agrees to dismissal, with prejudice, of all the claims that were or could have been raised in the above captioned action and to release and discharge the City of New York, Health + Hospitals, their successors and assigns, and all present or former officials, employees, representatives or agents thereof (collectively the “Released Parties”) from any and all wage and hour claims, liabilities or causes of action arising out of the allegations in the Amended Complaint, including all claims arising under the Fair Labor Standards Act, and any and all common law claims related thereto, including all claims for attorney’s fees, costs, and distributions, occurring from the beginning of the world up through and including the date of plaintiff’s execution of a release.

5. Plaintiff shall execute and deliver to defendant's attorney all documents necessary to effect this settlement, including, without limitation, a release, an affidavit concerning liens, and a substitute form W-9 completed by plaintiff. Plaintiff's counsel shall also execute and deliver to defendant's attorney a substitute form W-9.

6. Nothing contained herein shall be deemed to be an admission by defendant that it has in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules and/or regulations of the United States, the State of New York, the City of New York, or Health + Hospitals, or any other rules, regulations or bylaws of any department or subdivision of Health + Hospitals. This Settlement Agreement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except that the stipulation may be used by either party in connection with any subsequent action or proceeding relating to enforcement of this Settlement Agreement. Nothing contained herein shall be deemed to constitute a policy or practice of defendant.

7. Nothing contained herein shall be deemed to constitute a policy or practice of defendant.

8. This Settlement Agreement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this settlement agreement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

9. This Settlement Agreement and any other documents executed by the parties hereto in furtherance of the purposes of this Settlement Agreement and Release, shall be governed by, interpreted and enforced in accordance with the laws of the State of New York.

Dated: New York, New York
November 8, 2017

Dated: New York, New York
November 8, 2017

VIRGINIA & AMBINDER, LLP
Attorneys for Plaintiff
40 Broad St., 7th Floor
New York, NY 10004
Tel: (212) 943-9080

ZACHARY W. CARTER
Corporation Counsel of the City of New York
Attorney for Defendant
100 Church Street, Room 2-112
New York, New York 10007
Tel: (212) 356-2452

By: Jack Newhouse
Jack Newhouse, Esq.
Michele Moreno, Esq.

By: Sean Renaghan
Sean Renaghan
Assistant Corporation Counsel

WAIVER AND RELEASE

KNOW THAT I, JEWDITH CULLAR, the plaintiff in the action entitled Cullar v. New York City Health and Hospitals Corporation, as operators of Henry J. Carter Specialty Hospital and Nursing Facility now pending in the United States District Court, Southern District of New York, under Docket No. 17 Civ. 4294 (KPF), in consideration for the payment of: (1) back pay in the amount of nine-thousand, five-hundred dollars (\$9,500.00), less all applicable deductions and withholdings and any wage garnishment; (2) liquidated damages in the total amount of nine-thousand, five-hundred dollars (\$9,500.00) ("liquidated damages"); and (3) attorney's fees, costs, and disbursements in the amount of nine-thousand, five-hundred dollars (\$9,500.00), do hereby release and discharge the City of New York, New York City Health and Hospitals Corporation, their successors, or assigns, and all past and present officials, employees, representatives and agents thereof (hereinafter, collectively, the "Released Parties") from any and all wage and hour claims, liabilities or causes of action arising out of the allegations in the Amended Complaint, including all claims arising under the Fair Labor Standards Act, and any and all common law claims related thereto, including all claims for attorney's fees, costs, and distributions, occurring from the beginning of the world up to and including the date of the execution of this Release. This Release may not be changed orally.

THE UNDERSIGNED HAS READ THE FOREGOING WAIVER AND RELEASE AND FULLY UNDERSTANDS IT.

IN WITNESS WHEREOF, I have executed this Waiver and Release this 8th day of November, 2017.



JEWDITH CULLAR

STATE OF New York, COUNTY OF New York SS.:
On November 8, 2017 before me

personally came **JEWDITH CULLAR** to me known, and known to me to be the individual described in, and who executed the foregoing WAIVER AND RELEASE, and duly acknowledged to me that he executed the same.

Michele Moreno

NOTARY PUBLIC

Michele A Moreno
Notary Public, State of New York
Registration #02MO6341368
Qualified in New York County
Commission Expires May 2 2020

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Defendant.

STIPULATION OF SETTLEMENT

ZACHARY W. CARTER

Corporation Counsel of the City of New York
Attorney for Defendant
100 Church Street, Room 2-112
New York, New York 10007

Of Counsel: Sean Renaghan
Tel.: (212) 356-2452

Due and timely service is hereby admitted.

New York, N.Y., 2017

..... Esq.

Attorney for.....